

RFP

**EMPLOYEE BENEFITS PLAN
ADMINISTRATION
REQUEST FOR PROPOSAL**

**RFP RELEASE DATE
AUGUST 1, 2025**

SNAPSHOT

RFP # [223161]

Important Dates – See RFP Section 1.4.1

Possible Contract Term – See RFP Section 1.2

Scope of Work – See RFP Section 2.2

Requirements for Proposal Submission – See RFP Section 3.2

RFP Administrator: **City of Los Angeles**
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SECTION 1

INTRODUCTION/TIMELINE

1.0 INTRODUCTION

The City of Los Angeles is seeking multiple proposals to establish employee Benefits Plan Administration. The required services will be on an as-needed basis. The mission of this procurement is to obtain proposals from qualified entities that will provide Plan Administration consulting services by:

- Program/Plan Design and Administration
- Interpretive/Compliance Guidance
- Benefits Plan Procurement and Contract Development and Review
- Benefits Service Provider Data and Metrics Analysis and Reporting
- Rate Renewal Analysis
- Benchmarking Analysis
- Financial Review and Analysis
- Training Services
- Miscellaneous Services

A Proposer may submit a proposal or proposals to provide Benefits Plan Administration. **The City reserves the right to contract with multiple Proposers pursuant to this RFP and may select more than one Proposer.**

1.1 DEFINITIONS OF TERMS

The following terms used in the RFP documents shall be defined as follows:

- **“Agreement”** or **“Contract”** will mean the contract to be entered between the City and the selected Proposer(s) as a result of this RFP and is synonymous with “Professional Services Agreement”
- **“Bidder”** or **“Proposer”** will mean the entity that responds to the Request for Proposal.
- **“BCA”** will mean Bureau of Contract Administration
- **“BTRC”** will mean Business Tac Registration Certificate
- **“City”** will mean the City of Los Angeles.
- **“Civilian”** will mean the City’s workforce comprising all employees who are neither sworn (uniformed) Police or Fire employees nor employees of the Department of Water and Power.
- **“Contractor”** or **“Vendor”** will mean the individual, partnership, corporation or other entity to which a contract is awarded.
- **“Contract Administrator”** will mean the City’s Personnel Department.

- **“Contracting Authority”** will mean the City’s Personnel Department and is synonymous with the term **“Awarding Authority.”**
- **“Department”** will be considered synonymous with the City’s Personnel Department.
- **“DBWCO”** will mean Disclosure of Boarder Wall Contracting Ordinance.
- **“Employee Benefits” or “EBD”** means the Employee Benefits Division of the City of Los Angeles, Personnel Department.
- **“LAWell Benefits Program”** will mean the City’s benefits program for its Civilian and other eligible employees and is synonymous with the term **“LAWell Program.”**
- **“JLMBC”** will mean the City’s Joint-Labor Management Benefits Committee.
- **“LWO”** will mean Living Wage Ordinance
- **“MOU”** will mean a Memorandum of Understanding, or collective bargaining agreement, to which an employee labor organization and the City are both parties.
- **“Non-Represented”** will mean an employee who is not represented by a City employee bargaining unit.
- **“Participating Contract”** will mean a plan that sets plan year premiums and, after a year-end accounting, will refund any premium surpluses to the client or collect deficits through established reserves or additional payment from the client.
- **“Proposer”** will mean a firm submitting a proposal pursuant to this Request for Proposal and will be synonymous with the term **“Vendor.”**
- **“Represented”** will mean an employee who is represented by a City employee bargaining unit.
- **“RAMP” or “RAMPLA”** will mean Regional Alliance Marketplace for Procurement.
- **“RFP”** will mean this Request for Proposal for contracted services issued by the City.
- **“RFP Administrator”** will mean the City’s Personnel Department staff member administering the RFP.
- **“SDO”** will mean Slavery Disclosure Ordinance.

1.2 CONTRACT TERM

The term of any contract(s) awarded pursuant to this RFP shall be for a period of two (2) years with an option for up to three (3) additional one (1) year extensions, to be executed at the City’s sole discretion, providing for a maximum contract term of up to five (5) years.

1.3 RFP CONTACT INFORMATION

The Personnel Department and staff are committed to ensuring that all business transactions, including procurement processes, are based strictly on integrity, competence, merit, and benefit to City employees. As a matter of policy and consistent with the City’s ethics rules, Personnel Department staff will not communicate with current or prospective Vendors or their representatives, or any other person or organization, for the purpose or intent of having a particular Vendor secure or maintain a contract or business with the City, or otherwise realize financial gain from the City, whether during or outside of a procurement process.

In support of this, and to ensure the transparency and objectivity of this procurement process, all communications and questions regarding or related to the services included in this RFP should be in writing and directed to the RFP Administrator. All questions and responses to questions, or any other changes to or interpretation of the RFP, will be posted online at www.RAMPLA.org.

Questions regarding certain General Contracting Requirements may also more appropriately be directed to the City department responsible for the particular requirement, as specified within Section 3 of this RFP.

1.4 PROPOSAL TIMELINE AND PRE-PROPOSAL CONFERENCE

The City intends to award contract(s), in a form approved by the City Attorney, to the selected Proposers. Written proposals submitted to the City shall constitute a legally binding contract offer and shall remain open for twelve (12) months. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

1.4.01 PROPOSAL TIMELINE

Following is the current timeline for the RFP process. Prospective bidders are not provided any exception for any reason. The City reserves the right to adjust this schedule. Changes to the timeline, if any, will be posted online as an RFP Addendum.

Proposal Dates	Event
Friday, August 1, 2025	RFP released
Thursday, August 7, 2025	<p>Pre-Proposal Conference at 2:00 p.m. to 3:00 p.m. PST (See RFP Section 1.4.2)</p> <ul style="list-style-type: none"> - Held via Teleconference <p>Attend via Zoom</p> <ul style="list-style-type: none"> - Visit: https://us02web.zoom.us/j/87100558971 - Meeting ID: 871 0055 8971 <p>Attend via Telephone Only*</p> <ul style="list-style-type: none"> - Dial: Dial by your location <ul style="list-style-type: none"> +1 669 900 6833 US (San Jose) (Pacific) +1 929 205 6099 US (New York) (East) +1 312 626 6799 US (Chicago) (Central) - Meeting ID: 871 0055 8971 <p><i>RFP presentation materials can be downloaded from www.RAMPLA.org. It is recommended that the materials be downloaded prior to the start of the pre-proposal meeting.</i></p>
Monday, August 18, 2025	Deadline to submit written questions regarding the RFP is 4:00 p.m. PST [RFP Section 1.5]
Friday, August 22, 2025	Last RFP Addendum (if applicable) to be posted by City before proposal due date. [RFP Sections 3.1.01]
Thursday, August 28, 2025	<p>RFP responses due by 3:00 p.m. PST to the RFP Administrator identified on page 2 of this RFP.</p> <p>Submitted responses must adhere to Proposal Submission Requirements outlined in Section 3.2 of this RFP.</p>
Thursday, October 2, 2025	Target date for tentative award/selection of proposers and start of contract negotiations
December 31, 2025	Target date for executing contract
January 1, 2026	Target date for commencement of services

1.4.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference (Conference) will be held to provide information regarding the RFP requirements, demonstrate how to complete the Workbook, and answer questions from prospective Proposers regarding this RFP, as outlined below. Department staff will not provide assistance regarding a Proposer's individual RFP response.

Questions about Scope of Services (RFP Section 2) must be submitted in writing and will not be taken orally at the conference. Proposers are encouraged to submit any questions about the requested services in writing five (5) working days before the mandatory pre-proposal conference so that the City may have an opportunity to address the item at the conference. This includes questions about any clarification of current or proposed services, and questions about **Attachment A: Workbook/Questionnaire** or **Attachment B: Professional Services Agreement**. To this degree, questions received by the RFP Administrator on or before **Wednesday, August 6, 2025** will be addressed by the date of the conference. Any written question received will be answered in writing as an addendum to the RFP. All written question submissions should follow the provisions of Section 1.5 of this RFP.

Questions about the RFP submission requirements, as outlined in Section 3.2 may be asked orally during the conference or in writing before or after the conference. All written question submissions should follow the provisions of Section 1.5 of this RFP.

The Conference has been scheduled pursuant to the schedule noted in the Proposal Timeline. Potential Proposers may participate virtually via Zoom or by calling-in to the Conference. Participants will be asked to identify themselves by name and firm.

It is to your benefit to have downloaded and reviewed the documents related to this RFP, particularly the City's General Contracting requirements, prior to the start of the Conference. All documents will be available on www.RAMPLA.org prior to the start of the Conference.

Note: *Conference date, time, and attendance information is subject to change. All updates will be posted at www.RAMPLA.org.*

1.4.03 AMERICANS WITH DISABILITIES ACT

As covered under Title II of the Americans with Disabilities Act ("ADA"), the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the Conference, please contact the Contract Administrator at least five working days prior to the scheduled event.

1.5 QUESTIONS REGARDING THE RFP

All questions regarding the RFP shall be submitted in writing via e-mail to the RFP Administrator identified on Page 2 of this RFP. Please identify the RFP title on the subject line of your message. **Each submitted question should also identify the RFP section and page number (or Workbook tab), or the relevant contracting provision.**

The City will make every effort to respond to all written questions as soon as practical. All questions and responses to questions, or any other changes to or interpretation of the RFP, will be posted online at www.RAMPLA.org. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any Contract awarded pursuant thereto.

1.6 RFP PROPOSAL SUBMISSION DEADLINE

Responses to this RFP must be submitted by electronic copy (See RFP Section 3.2) and must be received by the RFP Administrator by the Proposal Submission Deadline identified in the Proposal Timeline (See RFP Section 1.4.1). Late responses (i.e. proposals received after the Proposal Submission Deadline) will not be considered under any circumstance. The City encourages all Vendors to submit their proposals ahead of the Proposal Submission Deadline to provide sufficient time for delivery and resubmission for unforeseen issues. The City reserves the right to extend the Proposal Submission Deadline via RFP Addendum should this be in the interest of the City.

RFP responses must also be submitted by the Proposal Submission Deadline to the RFP Administrator. The contact information for both the RFP Administrator is identified on page 2 of this RFP.

SECTION 2

POPULATION PROFILE & SCOPE OF SERVICES

BACKGROUND INFORMATION

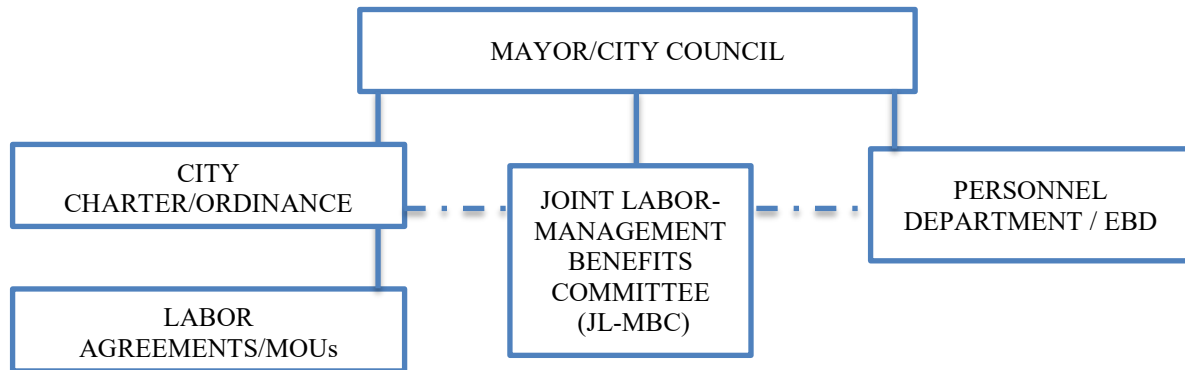
2.0 OVERVIEW

The City of Los Angeles LAwell Benefits Program is offered to eligible full-time and half-time employees of the City of Los Angeles Civilian employee population. The City offers its Civilian LAwell Benefits Program (“LAwell Program”) under Internal Revenue Code (IRC) Section 125. The LAwell Program currently includes approximately 27,000 City employees and their 33,000 dependents. The LAwell Program uses combined employer and employee contributions to pay for health insurance premiums to its medical service providers, as well as combined contributions to pay for other LAwell Program service providers (dental, vision, life, disability, & AD&D).

Additional information about the LAwell Program can be found at <https://www.keepinglawell.com>.

2.1 CITY OF LOS ANGELES AUTHORITY STRUCTURE

2.1.01 OVERVIEW



The City of Los Angeles is a Charter City. Employment provisions for City employees are outlined in the City charter and through various City ordinances, some of which become codified into the Los Angeles Administrative Code. These provisions include authority for the City to contract with outside vendors and to provide health benefits to its employees.

By City Ordinance, codified in the LAAC, the City established a Joint Labor-Management Benefits Committee (JL-MBC) who is the authority over a special trust fund used to make

health plan payments, and who is advisory to the Personnel Department in its administration of employee benefit health programs.

By Charter and various Ordinances, the Personnel Department is the authority to administer benefit programs and execute contracts with benefit service providers.

The City's Joint Labor-Management Benefits Committee (JLMBC) and the Personnel Department's Employee Benefits Division administer the LAwell Program for active City civilian employees and their qualified dependents. The JLMBC is composed of five management and five labor representatives and makes recommendations to the Personnel Department General Manager for LAwell Program benefit service provider selections. The Personnel Department General Manager is the contracting authority for LAwell Program benefit service providers. By Los Angeles Administrative Code Section 10.5, the Personnel Department may enter into contracts with LAwell Program benefit service providers for a period of up to five years. The JLMBC will be reviewing the findings of a designated review panel for this RFP in generating its recommendations to the Personnel Department General Manager.

2.1.02 ATTENDANCE AT MEETINGS

The JL-MBC has one regular meeting per month, and may have additional special meetings scheduled at any time during the year. All meetings are public meetings, held under the provisions of California public meeting laws. All meetings are also broadcast live.

All contracted vendors are required to attend and/or watch each JL-MBC meeting. Vendors will occasionally be asked to present at meetings, or provide answers to questions.

2.2 SCOPE OF SERVICES

The City currently contracts with two separate consulting firms for Plan Administration services. Pursuant to Section 3.1.16, the City may contract with more than one consultant. Should the City exercise this option, the City will negotiate with the selected consultant pursuant to Section 3.1.16 on which consultant will perform which services. Prospective Bidders wishing to submit a proposal are expected to be fully capable of performing and providing all of the following services, the scope of each is detailed further in this section:

- Program/Plan Design and Administration
- Interpretive/Compliance Guidance
- Benefits Plan Procurement and Contract Development and Review
- Benefits Service Provider Data and Metrics Analysis and Reporting
- Rate Renewal Analysis
- Benchmarking Analysis
- Financial Review and Analysis
- Training Services
- Miscellaneous Services

2.2.01 PROGRAM/PLAN DESIGN AND ADMINISTRATION

As requested, conduct briefings and provide advice and input related to the development and administration of the LAwell Program.

- a. Review existing LAwell Program benefit service provider plan design features and options and propose recommendations as requested to assist the City in meeting its objectives.
- b. Assist and provide recommendations in the design, implementation, and administration of new benefit plans as may be authorized and established by the City.
- c. As requested, review LAwell Program existing benefits plans and structures and make recommendations to the City regarding modifications to current plan benefits and potential plan benefits and programs, including plan design changes and cost savings strategies, to assist the City in administering its benefits cost-efficiently and in the best interests of its membership.
- d. Assist the City in developing strategies and resources for implementing wellness, disease management, and other programs focused on prevention and effective management of chronic and other diseases/conditions.
- e. Provide general guidance on items such as trends in benefits plans, methods for improving cost containment, financial arrangements, and administration.

2.2.02 INTERPRETATIVE/COMPLIANCE GUIDANCE

- a. Provide as-needed regulatory consulting on ongoing matters which may arise in the administration of the LAwell Program, including but not limited to interpretation of current federal/State law/regulation, including provisions of Internal Revenue Code Section 125, the Affordable Care Act (ACA), Consolidated Omnibus Budget Reconciliation Act (COBRA), Medicare law, LAwell Program provisions, application and development of policy, and plan service provider rules and practices.
- b. Provide regular and timely communication of potential or proposed changes to federal and State benefits-related statutes and regulations that may impact the LAwell Program plans and programs and, upon request, prepare customized reports on how such changes would impact the LAwell Program.
- c. Upon the City's request, provide at least annually (prior to the development of policy initiatives and communication materials for the new benefit plan year), a written report/analysis reviewing applicable legislative and regulatory changes that could or will impact the LAwell Program and include recommendations on

necessary actions for the City to ensure compliance with federal and State statutes and regulations.

- d. Work collaboratively with Personnel Department and City Attorney staff relative to any legislative or regulatory items under review.

2.2.03 BENEFITS PLAN PROCUREMENT AND CONTRACT DEVELOPMENT AND REVIEW

- a. Under the direction of City staff, assist in the development of procurements for all LAwell Program benefit and administrative service providers and assist in evaluating proposals submitted in response to the procurements; and work with staff in preparing written reports summarizing the analysis of responses and providing related information to the City.
- b. Assist in reviewing, developing, and amending contracts with LAwell Program benefit and administrative service providers, including group policy documents as may be required in particular service arrangements.
- c. Assist with the development, negotiation and implementation of performance standards and guarantees with the City's various LAwell Program benefit and administrative service providers.
- d. Assist in the review for accuracy of LAwell Program communication materials and materials developed by LAwell Program benefit service providers, including certificates of coverage, summary brochures, claim forms, letters, and announcements, and other documents governing the administration of the LAwell Program.
- e. Make recommendations for items of negotiation and direct negotiations with LAwell Program benefit and administrative service providers on matters including, but not limited to, premium rates, benefits levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.

2.2.04 BENEFIT SERVICE PROVIDER DATA AND METRICS ANALYSIS AND REPORTING

- a. Work with City staff, the JLMBC, and LAwell Program benefit service providers in identifying core measurements of service provider efficacy in resource development, member services, and population health outcomes, and establishing goals for ongoing iteration in achieving ongoing progress and success.
- b. Work closely with LAwell Program benefit service providers on an as-needed basis to develop and refine goals, strategies, and programs for addressing and positively impacting resource development, member services, and population health outcomes affecting LAwell Program members.

- c. Analyze appropriate LAwell Program benefit service provider data, metrics, and reporting for identifying and tracking key health indicators and behaviors, program participation, benefits services utilization and costs, and other relevant data to identify problems, monitor progress, and evaluate outcomes and program success.
- d. Assist with researching and providing expert evaluation and guidance on developing procedures for standardizing data and metrics reporting among LAwell Program benefit service providers and how such data and metrics could be coordinated and shared among the service providers and related programs, including the City's LIVEwell Wellness Program.
- e. Provide regular reporting to the City's EBD staff and the JLMBC on the status of goals, strategies, and metrics related to program participation, engagement, health risk prevalence, chronic condition prevalence and cost, and condition management

2.2.05 RATE RENEWAL ANALYSIS

- a. Provide expert evaluation and guidance regarding information submitted by the LAwell Program service providers relative to that provider's annual premium/rate renewal process.
- b. Assist the City in negotiating plan design and premium/rate changes with its LAwell Program benefit service providers.

2.2.05 BENCHMARKING ANALYSIS

- a. Prepare, as needed, comparative data relative to other governmental and private sector benefits plans and programs to determine rate competitiveness and evaluate best practices.
- b. Prepare, as needed, benchmarking reports of data points within other employer benefits plans and programs which may be used to gauge the success of the LAwell Program.

2.2.07 FINANCIAL REVIEW AND ANALYSIS

- a. Assist the City in cost projections for the City's LAwell Program, including projections broken out by its various sub-populations (e.g. by employee bargaining unit, LAwell Program eligibility and contribution status, ACA eligibility, employment status, etc.), as well as historical cost analysis, cost/benefit of plan design changes, effect of specific legislative proposals, and other plan sponsor cost comparisons.
- b. Assist the City in budget preparation including, but not limited to, cost trends and multiple year projections, and analysis of special or unique costs such as any related to ACA compliance.

- c. Upon request, provide all data, assumptions, and access to active spreadsheets ("Spreadsheets") and accordingly formulas and calculations created by and used by Contractor relative to completion of any financial analysis performed in support of the City's programs for the exclusive purpose of the City's review of such formulas and calculations. Contractor shall not be held liable (i) for the City's use of the Spreadsheet(s) for any other purpose or (ii) if the City modifies the formulas and calculations used by the Contractor. The City agrees not to disclose the active Spreadsheet(s) to any third party without Contractor's prior written consent, except as provided in Article V(H) of this agreement.

2.2.08 TRAINING SERVICES

- a. Provide training and other educational resources to the City with respect to benefit plan issues, legislation, strategic planning, and best practices, which will help to ensure the City's compliance with applicable law and regulation, measure and achieve success in fulfillment of the LAWell Program's ongoing mission, and otherwise administer the LAWell Program at the highest level of efficacy and efficiency.

2.2.09 MISCELLANEOUS SERVICES

- a. Attend, as needed, meetings of the Personnel Department, monthly meetings of the JLMBC and its subcommittees, and meetings with the City's LAWell Program service providers.
- b. Work collaboratively with any other consultants or consulting firms and/or legal firms the City has contracted with for consulting and/or legal services.
- c. Coordinate regular status meetings with the City as requested.

2.3 FEES & GUARANTEES

2.3.01 FEES & CHARGES

The City values proposals that include reasonable, cost-effective, and competitive fees to perform the services described in this RFP. All Proposers must submit a comprehensive list of all proposed fees, including but not limited to hourly fees, fixed fees, transactional fees, and pass-through expenses. All fees that the firm will or may apply are required to be disclosed.

The City values proposals which provide the highest degree of clarity for the City in planning for and projecting its future costs. As such, the City welcomes fee proposals which are inclusive to the highest degree possible of all actual or potential costs, and do not include structured annual fee increases.

The proposed fees submitted by the Proposer for providing the services described in this RFP shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of 12 months from the Proposal Submission Deadline.

2.3.02 PERFORMANCE GUARANTEES

The City will be evaluating each Proposer's proposed performance guarantees, with a focus on those that are meaningful, measurable, and relate to the core mission and customer service quality objectives that have been identified in this RFP.

2.4 ADDITIONAL INFORMATION

Any other data the Proposer considers essential to the evaluation of its proposal shall be clearly stated in this section. If there is no additional information the Proposer wishes to present, the Proposer should state, "There is no additional information we are presenting pursuant to this Request for Proposal."

SECTION 3

PROPOSAL SUBMISSION REQUIREMENTS, TERMS & CONDITIONS

3.0 INTRODUCTION

For any proposal to be received and deemed responsive, it must adhere to the terms and conditions and submission requirements outlined in this section.

3.1 PROPOSAL TERMS AND CONDITIONS

3.1.01 ADDENDUM

The City reserves the right to issue an addendum to this RFP, which may add additional requirements that must be met in order for a proposal to be considered responsive. All Proposers must acknowledge any addendum issued as a result of any change in this RFP on the Cover Letter (See section 3.2.3). Failure to indicate receipt of addendum may result in a proposal being rejected as non-responsive and eliminated from further consideration in the evaluation process.

3.1.02 IN-WRITING

All proposals must be submitted in writing and Proposers shall complete and return any and all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets and any electronic files via email or USB flash drive to the RFP Administrator. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation, copies, or electronic files. A non-responsive designation will eliminate a Proposer from further consideration in the evaluation process.

3.1.03 INFORMATION REQUESTED AND NOT FURNISHED

The information requested and the manner of submission is essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. A declaration that a proposal is non-responsive shall eliminate the proposal from further consideration in the evaluation process.

3.1.04 ALTERNATIVES

The Proposer shall not change any wording in the RFP or associated documents, including attachments and exhibits. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive and eliminated from further consideration in the evaluation process.

3.1.05 PROPOSAL ERRORS

Proposer is responsible for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the Proposal Submission Deadline, except as allowed by the City in its sole discretion. The City reserves the right to make corrections for typographical errors, transposition, or other clear and apparent errors. Any changes will be dated and time stamped, and attached to the proposal. All changes must be coordinated in writing with, authorized by, and made by the RFP Administrator.

3.1.06 PROPOSAL CLARIFICATION

Request for clarifications to a Proposal will be coordinated in writing with, authorized by, and made by the RFP Administrator. Bidders are then expected to provide a written response that provides answers/clarifications. All responses must be submitted in writing by the requested deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested. However any such clarification will not replace what was provided in the original proposal submission by the bidder. In the event an Addendum to the RFP is required as a result of information received through the clarification process, such addendum will be issued to the RAMPLA.ORG posting pursuant to RFP section 3.1.1 and within the timelines identified in Section 1.4.1

If the City determines that all Proposers failed to submit requested information or failed to adequately respond to the same RFP question or request for data, the City may, at its discretion, issue an RFP Addendum and provide all Proposers with an opportunity to provide a response to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the RFP Addendum response

3.1.07 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

- 3.1.08 **INTERPRETATION AND CLARIFICATION OF RFP REQUIREMENTS**
Questions within the proposal questionnaire requiring further interpretation or clarification must be submitted by the Proposer in writing to the RFP Administrator. Responses will be posted as an addendum to the RFP on www.RAMPLA.org.
- 3.1.09 **PROPOSAL SUBMISSION DEADLINE**
Timely submission of proposals is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. The proposals, including redacted copies of the final proposals and proposal questionnaire, must be received by the RFP Administrator by the Proposal Submission Deadline identified in this RFP.
- 3.1.10 **LATE PROPOSALS**
Proposals received after the Proposal Submission Deadline shall be considered late. Late proposals will not be considered and shall be eliminated from further consideration in the evaluation process and, if applicable, be returned unopened to the Proposer.
- 3.1.11 **COST OF RFP**
The City is not responsible for any costs incurred by Proposer while submitting proposals. All Proposers who respond to the RFP do so solely at their own expense.
- 3.1.12 **WITHDRAWAL OF PROPOSALS**
A Proposer may withdraw a submitted proposal in writing at any time prior to the Proposal Submission Deadline. A written request, signed by an authorized representative of the Proposer, must be submitted to the RFP Administrator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Proposal Submission Deadline.
- 3.1.13 **SELECTION OF PROPOSER**
The Proposer with the best combination of quality, price, and various qualitative elements of required services based on the RFP criteria and that also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected Proposer within a reasonable timeframe to be set by the City, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer.
- 3.1.14 **REJECTION OF PROPOSALS**
The City reserves the right to reject any or all proposals due to non-compliance with the requirements of this RFP and/or non-compliance with City policies or reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the

City and/or is determined to be non-responsive to the requirements of this RFP. The rejection of any or all proposals will not render the City liable for costs or damages.

3.1.15 RFP WITHDRAWAL, CANCELLATION, OTHER OPTIONS

The City reserves the right to withdraw or cancel the RFP at any time, at its own discretion. If such action is taken, the City may re-issue the RFP. The City also reserves the right to contract with more than one Proposers to this RFP. Furthermore, the City may exercise its right to not select any Proposer from this RFP, if it determines that there was no responsive Proposer.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, re-issue the RFP or award a sole-source contract with any qualified Proposer. The award of the Contract is subject to the successful negotiation of the terms and conditions of an Agreement.

The City reserves the right to verify all information in the proposal. If the information cannot be verified, the City reserves the right to reduce the rating points awarded for such information as part of the evaluation process. The City reserves the right to require a pre-award interview and/or site inspection.

3.1.16 INSURANCE

The City has determined that the following insurance coverage types will apply to each resulting contract as follows:

- Workers Compensation: Statutory
- Employer's Liability: \$1,000,000
- General Liability: \$1,000,000
- Professional Liability: \$1,000,000
- Cyber Liability: No

Please verify through your response to the Workbook/Questionnaire (**Attachment A**) that you will be able to meet the required coverage levels and that you will submit proof of such as a condition of execution of any final contract. Note that if the Proposer is a sole proprietorship or solely owned company with no employees, the Proposer can sign the City's waiver of workers compensation. General Liability can also be obtained through the City's SPARTA program for small Proposers. Links to the City's waiver form and SPARTA program from the City's Risk Management website are provided as follows:

- <http://www.2sparta.com/>
- <http://cao.lacity.org/risk/waivewc.pdf>

3.1.17 LOBBYIST DISCLOSURE

Disclose any (1) arrangements your company has with any lobbyists and/or agents representing your company, and (2) any arrangements your company has with an unrelated individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to the proposing company being awarded a Contract with the City. If any such arrangements exist, describe the nature of the relationship and the manner in which compensation or fees would be shared (see **Exhibit 04** for further details and to provide disclosure).

3.1.18 ENDORSEMENT DISCLOSURE

Disclose through your response to the Workbook/Questionnaire (**Attachment A**) any financial relationship your company has with any union, organization, or association in conjunction with an endorsement. Provide details regarding the relationship, including any benefit that will be recognized by the union, organization, or association in the event your company is awarded a Contract with the City.

3.1.19 SUBCONTRACTING

If any portion of the Contract is to be subcontracted, it must be clearly set forth as to the part(s) to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. For each subcontractor proposed, provide the following information:

- The specific service being subcontracted
- Name of subcontractor
- Subcontractor's Contact Name
- Contact Title
- Contact Phone Number
- Mailing Address
- Location of Business (if different from mailing address)
- Business Telephone Number
- Subcontractor's registration # and/or license #, if applicable
- Description of Work to be subcontracted
- Reason for subcontracting
- Percent of Total Contract to be subcontracted & Dollar Amount
- Relevant work experience in years and level of responsibility
- Experience in number of years that your firm has worked with the subcontractor providing these services
- If subcontractor is a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Local Business Enterprise (LBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE)
- For each subcontractor proposed that is a **non-US company** and will receive more than 5% of the total fee proposed by this RFP, please provide the required information as identified in the Proposal Questionnaire
- If subcontractors will not be utilized, so indicate in the proposal response.

3.2 PROPOSAL SUBMISSION REQUIREMENTS

3.2.01 ELECTRONIC SUBMISSION

Proposers may choose to submit their proposal via email or via USB flash drive mailed to the physical address of the RFP Administrator.

Via Email – each Proposer must ensure that the full proposal is **received** by the RFP Administrator through direct email delivery by the Proposal Submission Deadline. Size limitations of email service or other factors outside of the proposer or RFP Administrators control which prevent email delivery by the Proposal Submission Deadline will not be an accepted excuse to resubmit proposal items. Any email received by RFP Administration after the Proposal Submission Deadline will be considered late.

Via FTP (File Transfer Protocol) - If the Proposer uses an FTP or other similar electronic transmission account, the proposer must provide sufficient account access to the RFP Administrator before the Proposal Submission Deadline so that the RFP Administrator can access, download, or otherwise verify that all proposal items **are posted** by the Proposal Submission Deadline. Each proposer must ensure that the RFP Administrator receives all proposal items via the FTP by the Proposal Submission Deadline. The proposer cannot alter any document posted to the FTP after the Proposal Submission Deadline; such action would deem the entire proposal as non-compliant.

Via USB – each proposer must ensure that the USB flash drive is **received** by the RFP Administrator the Proposal Submission Deadline. Proposals submitted via USB flash drive **received after** the Proposal Submission Deadline shall be considered late and eliminated from further consideration in the evaluation process. The USB flash drive containing the non-redacted proposal should be labeled as such with the firm name and title of this RFP and placed in a sealed envelope with the firm's name written across the front of the envelope. If applicable, the USB flash drive containing a redacted version of the proposal should be identified separately and labeled as such with the firm name and title of this RFP and placed in a sealed envelope alongside the USB flash drive containing the non-redacted proposal with the firm's name written across the front of the envelope. The USB flash drive(s) must be mailed to the physical address of the RFP Administrator identified in this RFP and **received prior** to the Proposal Submission Deadline identified in this RFP.

3.2.02 GENERAL INSTRUCTIONS

- Do not alter the questionnaire questions or question numbering.
- Complete all appropriate sections of the questionnaire.
- Provide an answer to each question even if the answer is “not applicable” or “unknown”.
- Answer the question as directly as possible.
- **Be concise in your response.** Use bullet points as appropriate.
- **Do not respond to a question solely by referring to a document or material that is not otherwise included within your proposal.**

- Referring the reader to attachments for further information should be avoided to the extent possible, or used on a limited basis. Any response that does not directly address the question, but only contains marketing information, will be considered non-responsive.

3.2.03 COMPLETE PROPOSAL

A complete proposal must be submitted by the due date listed in the RFP and must include all of the following items:

A. COVER LETTER

Each proposal must include a cover letter with, at minimum, the following components:

- Contact name and title of person authorized to bind the Proposer to the proposal
- Mailing Address
- Location of Business (if different from mailing address)
- Direct contact information
- The following statement:

“The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City. This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

By submitting a proposal, we acknowledge and agree to the following: (1) receipt of and agree that the proposal is based on the RFP and any identified amendments and/or addenda (amendments and/or addenda are posted on this solicitation’s RAMPLA webpage); (2) failure to indicate receipt of amendments and/or addenda may result in the proposal being deemed as non-responsive; (3) to constitute a responsive proposal all pages of the proposal questionnaire and required forms must be submitted.

The undersigned further acknowledges under penalty of perjury under the laws of the State of California that the proposal is true and correct, and the Proposer agrees to all rules of the RFP inclusive of the terms and conditions outlined in section 3.”

- A signature submitted on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal as listed below

A -1 AUTHORIZED SIGNATURE

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

A -2 PROPERTY OF CITY/PROPRIETARY MATERIAL

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and subject to the California Public Records Act (California Government Code Section 6250 *et seq*). Proposers must identify all trade secrets or other proprietary information that the Proposers claim are exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable. In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following:

“The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore.”

Failure to include such a statement will constitute a waiver of a Proposer’s right to exemption from this disclosure.

B. COMPLETED QUESTIONNAIRE RESPONSES

Each proposal must include all required and complete responses to all components of Proposal Workbook/Questionnaire (**Attachment A**).

B-1 CALIFORNIA PUBLIC RECORDS ACT

Every proposal, and all information included within proposals, is presumed by the City to be public information to be shared with RFP stakeholders (which may include its presentation at public meetings) or made available upon request from the public. If any proposal contains any trade secrets or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act (see Section 6.0 of this RFP), then one (1) redacted copy of the proposal must also be submitted in addition to the original version and must clearly be labeled as such. The City Attorney will make an independent determination regarding whether the identified information is disclosable. Written proposals must be presented in a sealed envelope or box. The Proposer must enter the title and the Proposer’s name on the outside of the

envelope or box. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal submission deadline

C. GENERAL CONTRACTING REQUIREMENTS

Each proposal must complete and submit, when applicable, all general contracting provisions identified in section 3.2.04 of this RFP.

Proposers who submit the required document or action of each provision by the due date, but who require corrective actions to have their submitted documents accepted will be provided with a subsequent due date to complete the corrective action. Failure to make the correction by the subsequent due date will deem their proposal as non-complaint and remove it from consideration.

D. PROFESSIONAL SERVICES AGREEMENT DECLARATION

Each proposal must complete the declaration included with Attachment C which will (a) indicate that you have fully read the draft Professional Services Agreement for each service (see **Attachments B**), (b) indicate, with annotations, if your organization has conflict, limitation, or revision to the terms set forth in the Professional Services Agreement, and (c) indicate whether you are willing to work efficiently and timely with the City to resolve and reach mutual agreement with City on these identified items. The City will consider and hold further discussions of any item identified by the selected proposer at the time of bidder selection. However, Proposers should be ready to accept the terms and conditions as written in **Attachments B**.

Each proposer should submit a separate Attachment C to each proposal response, which responses that are unique to that proposed insurance benefit. The submission of Attachment C will not be rated by the evaluation panel. However, failure to submit attachment C will deem the proposal as non-complaint and remove it from consideration.

3.2.04 GENERAL CONTRACTING REQUIREMENTS – Required Actions and Documents.
The following City general contracting provisions have mandatory documents that are required to be completed with your proposal by the proposal submission deadline indicated in this RFP.

3.2.04.1.1 **Required Documents to be Completed and Submitted Online at www.RAMPLA.org**

a. Equal Benefits Ordinance.

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). All Proposers shall complete and upload the Equal Benefits Ordinance Affidavit residing at www.RAMPLA.org prior to award of a City contract in which the value exceeds twenty-five thousand dollars (\$25,000). The Equal Benefits Ordinance Affidavit

shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. For additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

b. First Source Hiring Ordinance.

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City and that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). All Proposers shall complete and upload the FSHO Affidavit residing at www.RAMPLA.org prior to award of a City contract, the value of which exceeds twenty-five thousand dollars (\$25,000). The FSHO Affidavit shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. For additional information regarding the requirements of the Equal Benefits Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

c. Disclosure Ordinance.

Proposers are required to complete a streamlined Disclosure Ordinance Affidavit form that is located at www.RAMPLA.org. Proposers are responsible for creating a RAMPLA profile and completing and submitting the affidavit. See below for applicable ordinances covered by the Disclosure Ordinance Affidavit. The affidavit does not expire.

- Slavery Disclosure Ordinance (SDO)

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 et seq. of the Los Angeles Administrative Code. All Proposers shall complete and submit the Slavery Disclosure Ordinance Affidavit residing at www.RAMPLA.org prior to award of a City contract. For additional information regarding the requirements of the Slavery Disclosure Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

- Disclosure of Border Wall Contracting Ordinance (DBWCO):

Any contract awarded pursuant to this RFP is subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), Los Angeles Administrative Code Section

10.50 et seq. All Proposers shall complete and submit a DBWCO Affidavit to www.RAMPLA.org prior to award of a City contract. For additional information regarding the requirements of the DBWCO, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

3.2.04.1.2 Required Documents to be Submitted to RFP Administrator.

a. Los Angeles Residence Information Form – Attachment 1.

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. The City Council on January 7, 1992, adopted a motion that requires Proposers to provide their headquarter address as well as the number and percentage of their workforce residing in the City of Los Angeles. The Los Angeles Residence Information Form (Attachment 1) must be submitted to the RFP Administrator by the proposal submission deadline.

b. Declaration of Non-Collusion – Attachment 2.

City Charter Section 388 and Los Angeles Administrative Code Section 10.18 provides that a bid shall be supported by a non-collusion affidavit or declaration. Any bid or proposal made without such an affidavit, or in violation of, shall not be considered and may be excluded from future bidding. The affidavit or declaration of non-collusion may be presented in several different forms. Please see Attachment 2 for two sample affidavit forms which can be used. The affidavit or declaration of non-collusion must be submitted to the RFP Administrator by the proposal submission deadline.

c. Contractor Responsibility Ordinance (CRO) Questionnaire – Attachment 3.

Proposers are required to complete and submit the CRO Questionnaire for contracts greater than twenty-five thousand dollars (\$25,000) and over three (3) months in duration in accordance with Los Angeles Administrative Code Section 10.40 et seq. Within the CRO Questionnaire, Proposers are required to provide a list of all City contracts held within the past ten (10) years. The CRO Questionnaire must be submitted to the RFP Administrator by the proposal submission deadline.

d. Municipal Lobbying Ordinance – Bidder Certification City Ethics Commission (CEC) Form 50 – Attachment 4.

Proposers are required to complete and submit the Bidder Certification CEC Form 50 for contracts greater than twenty-five thousand dollars (\$25,000) and over three (3) months in duration as

prescribed by the City Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code Section 48.01 et seq.). This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org/>. CEC Form 50 must be submitted to the RFP Administrator by the proposal submission deadline.

e. Contributions and Fundraising Restrictions Ordinance – Bidder Certification CEC Form 55 – Attachment 5.

Proposers are subject to Charter Section 470(c)(12) and related ordinances. As a result, Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit their proposal until either the contract is approved or, for successful Proposers, twelve (12) months after the contract is signed. The Proposer's principals and subcontractors performing one hundred thousand dollars (\$100,000) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidder Certification CEC Form 55 requires Proposers to identify their principals, their subcontractors performing one hundred thousand dollars (\$100,000) or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposers who fail to comply with City law may be subject to penalties, termination of Contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org. CEC Form 55 must be submitted to the RFP Administrator by the proposal submission deadline.

f. CA Iran Contracting Act of 2010 Affidavit – Attachment 6.

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at one million dollars (\$1,000,000) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." If applicable, the affidavit must be submitted to the RFP Administrator by the proposal submission deadline.

3.2.05 GENERAL CONTRACTING PROVISIONS – No Action Required for Proposal Submission

The following City general contracting provisions do not have any forms that are required to be completed at the time of your proposal submission and are provided below for your reference. However, many of these provisions will require action from the winning bidder in relation to execution of the professional services agreement.

3.2.05.1.1 **Standard Provisions for City Contracts (Rev. 1/25) [v.2][EBD] – Professional Services Agreement (Attachment B).**

Please read through this material carefully as these Provisions (**Standard Provisions for City Contracts Rev. 1/25) [v.2][EBD] – Professional Services Agreement (Attachment B)**) are included in every contract for City services. Note that the workbook/questionnaire (**Attachment A**) also requires that your company acknowledge compliance with the City's general contracting requirements, including the Standard Provisions and provides you an opportunity to indicate whether you are able or not able to comply and why.

3.2.05.1.2 **Citywide Bond Assistance Program.**

For those Proposers wishing to bid on City contracts but are experiencing difficulty obtaining the required bid, performance and payment bonds, the City of Los Angeles provides bonding assistance thru the Los Angeles Bond Assistance Program (BAP LA). For additional information regarding the BAP LA, please visit the City's Risk Management website at <http://cao.lacity.org/risk>.

3.2.05.1.3 **Required Insurance and Minimum Limits – Attachment B.**

The Proposer(s) awarded a City contract pursuant to this procurement process will be required to maintain insurance in effect during the term of the contract as set forth in the RFP. See the Professional Services Agreement (**Attachment B**) for further information. Please verify through your response to the Workbook/Questionnaire (**Attachment A**) that you will be able to meet the required coverage levels and that you will submit proof of such as a condition of execution of any final contract. Only the selected proposers awarded a contract must upload insurance documents to www.kwikcomply.org.

3.2.05.1.4 **Service Worker Retention and Living Wage Ordinances.**

The Proposer(s) awarded a City contract pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.36, Service Worker Retention Ordinance (SWRO) and 10.37, Living Wage Ordinance (LWO) and be required to complete and submit the SWRO and LWO compliance forms, if applicable. For additional information regarding the requirements of the SWRO and LWO, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

3.2.05.1.5 **Fair Chance Initiative for Hiring Ordinance.**

City contractors and subcontractors with ten (10) or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. For additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

3.2.05.1.6 Accounting Forms.

The Proposer(s) awarded a City contract pursuant to this procurement must submit the following three forms to the Contract Administrator upon notification of the award.

- IRS Request for Taxpayer Identification and Certificate (Form W-9)
- City of LA Business Tax Registration Certificate Number (BTRC) and/or Vendor Registration Number (VRN)

A license or registration number is not required for your proposal but will be required prior to execution of a contract. To obtain a Business Tax Registration Certificate (BTRC) or Vendor Registration Number call the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, 201 North Main Street, Los Angeles, CA 90012 – <http://www.lacity.org/finance/>).

- State of CA Withholding Exception Certificate (Form 590) or Non-Resident Withholding Certificate (Form 587), if the Contractor is located outside of California

SECTION 4

EVALUATION OF PROPOSALS

4.0 REVIEW PROCESS

Proposals received by the Proposal Submission Deadline as specified in this RFP will be evaluated as outlined below.

Pursuant to RFP Section 3.1.16, the City reserves the right to determine to its satisfaction the validity of information provided by Proposers, through verification and reference checking, among other means that it deems appropriate, at any stage within the evaluation process.

4.1 LEVEL ONE - PRELIMINARY REVIEW PROCESS

Proposals will be reviewed to determine:

- (a) completeness of required documentation,
- (b) compliance with the City's administrative and general contracting requirements,
- (c) ability to meet the minimum requirements outlined in this RFP,
- (d) completeness of answers to required questions/components, and
- (e) willingness to print/publish information identified as vital to final decision making

Proposers who fail to submit or complete the required documentation*, fail to satisfactorily comply with the City's general contracting requirements*, or fail to meet the City's minimum requirements will be deemed non-responsive, eliminated from further consideration, and will not proceed to the Level Two review process. Proposers will be notified in writing or email regarding the results of the Level One review.

The City shall examine the proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. *In some cases, a grace period may be established to allow all Proposers a second-chance submission period for missing or incomplete required documentation (informalities/irregularities). Failure to meet the second-chance grace period deadline will result in the proposal being deemed non-responsive.*

In addition, proposers who fail to provide sufficient responses to the workbook/questionnaire, or who identify their responses as confidential or otherwise cite their response as not publicly disclosable may also be deemed as non-responsive. In these cases, the City may opt to not deem the entire proposal as non-responsive and instead may reduce rating points pursuant to 3.1.16. However, if the City determines that the insufficient and/or confidentially marked responses impact its ability to make a final decision and selection at a public meeting of the JLMBC or otherwise impact its ability to complete the Proposal Evaluation process, the City will deem the entire proposal as non-compliant and non-responsive. Proposers will be notified in writing or email regarding the City's determination.

The City reserves the right to reject any proposal after preliminary examination of proposal Pursuant to RFP section 3.1.15

4.2 LEVEL TWO - PROPOSAL EVALUATION

A Review Committee will be designated to evaluate and score the technical competence of all proposals and generate findings for the JLMBC. Quantitative and qualitative ratings for each selection criteria, as supported by the Review Committee's analysis and including summarized proposal content from written proposals, will be transmitted by the Review Committee to the JLMBC for consideration.

4.2.01 WORKBOOK/QUESTIONNAIRE POINTS

The entire workbook, including the questionnaire tab and other tabs, included with this RFP as **ATTACHMENT A** will be reviewed. The total points applied to each tab of the workbook are as follows:

TAB/Section	Total Points Possible
Instructions	N/A*
Required Documents	N/A*
General	N/A*
Questionnaire	
- Plan Design and Administration (15 Questions)	100
- Interpretive/Compliance Guidance (9 Questions)	150
- Benefits Plan Procurement and Contractual Services (5 Questions)	100
- Analysis and Reporting (13 Questions)	150
Subtotal for Questionnaire	500
Fees	500
Performance Guarantees	
Current Reference	N/A*
Former Reference	N/A*
TOTAL AVAILABLE POINTS	1,000

*The Required Documents, tabs will be evaluated as part of the **Level One** Review (See RFP Section 4.1)

4.2.02 EVALUATION PROCESS

The City's evaluation process will include the following:

1. In assigning its ratings, the Review Committee will review RFP responses from each Proposer

2. Review Committee evaluations will be documented and supported by the observations and evaluations of the Review Committee
3. Detailed summarization and documentation of the basis of the Review Committee's findings will be provided to the JLMBC for the purpose of the JLMBC's consideration of a recommended selection to the Personnel Department General Manager.
4. Upon consideration of the Review Committee's findings, the JLMBC will have the option of requesting oral presentations from some or all of the Proposers.
5. Upon consideration of the Review Committee's findings, any oral presentations from Proposers, and its own deliberations, the JLMBC shall submit a recommendation to the Personnel Department General Manager for selection.

4.3 EVALUATION METHODOLOGY

The Review Committee will apply quantitative and qualitative methods to evaluate a Proposer's Response as described further below. Raters will apply a score to each answer of a question on the questionnaire tab, and to each factor of requested information in the other workbook tabs. The final score will constitute a numerical score translated from the total qualitative or quantitative rankings/scores against the total points available.

Qualitative - Responses to each RFP question will be assigned one of seven qualitative evaluation ratings (Excellent, Very Good, Good, Average, Below Average, Marginal, and Unsatisfactory) to each selection criteria category. The evaluation rating will be based on the Review Committee member's assessment of the responses, as supported by the analysis performed by LAwell Program consultant. The evaluations will be relative to objective assessments, as well as relative to the responses of the other Proposers. A numerical score will be subsequently applied to each rating based on the ranked value against the total points available and total number of questions. The qualitative evaluation determination categories, and associated indicators, are provided as follows:

Qualitative Evaluation Determination	Indicators
(a) Excellent	<ul style="list-style-type: none"> ● Response meets all and substantially exceeds many requirements. ● Response contains elements where there is significant increased value, innovation, technology, and/or program stability. ● Response demonstrates exceptional success with initiatives related to scope of services and key success metrics. ● No significant weaknesses identified.
(b) Very Good	<ul style="list-style-type: none"> ● Response meets all requirements and exceeds some requirements. ● Response contains elements where there is appreciable value, innovation, technology, and/or program stability. ● Response demonstrates meaningful success with initiatives related to scope of services and key success metrics. ● No significant weaknesses identified.
(c) Good	<ul style="list-style-type: none"> ● Response meets all requirements and exceeds some requirements. ● Response contains elements where there is some increased value, innovation, technology, and/or program stability. ● Response demonstrates some success with initiatives related to scope of services and key success metrics. ● No significant weaknesses identified.
(d) Average	<ul style="list-style-type: none"> ● Response meets all requirements. ● Response demonstrates some success with initiatives related to scope of services and key success metrics. ● Very few weaknesses identified.
(e) Below Average	<ul style="list-style-type: none"> ● Response meets some requirements. ● Response does not contain or does not clearly indicate elements pertaining to value, innovation, technology, and/or program stability. ● Response touches upon work relative to scope of services and key success metrics but demonstrated experience and success is unclear. ● Weaknesses identified.
(f) Marginal	<ul style="list-style-type: none"> ● Response meets very few requirements. ● Response does not contain or does not clearly indicate elements pertaining to value, innovation, technology, and/or program stability. ● Response does not directly answer or address the question being asked. ● Response minimally demonstrates or touches on work relative to scope of services and key success metrics. ● Weaknesses identified.
(g) Unsatisfactory	<ul style="list-style-type: none"> ● Response does not meet requirements. ● Response contains no elements of or indication of value, innovation, technology, and/or program stability. ● Response does not directly answer or address the question being asked. ● Response does not demonstrate or touch on work relative to scope of services and key success metrics. ● Significant weaknesses identified.

Quantitative - Based on the Review Committee member's review of the responses to each RFP question, a numerical value will be assigned within a range of the available points. To further structure the application of assigned points, raters will use the associated indicators when applying a score within the applicable range, as defined below. The evaluations will be relative to objective assessments as well as relative to the responses of the other Proposers.

Quantitative Evaluation Scoring Bands by total available points	
Points Available	Indicators
500	
401-500	<ul style="list-style-type: none"> ● Response meets all and substantially exceeds many requirements. ● Response contains elements where there is significant increased value, innovation, technology, and/or program stability. ● Response demonstrates exceptional success with initiatives related to scope of services and key success metrics. ● No significant weaknesses identified.
301-400	<ul style="list-style-type: none"> ● Response meets all requirements and exceeds some requirements. ● Response contains elements where there is some increased value, innovation, technology, and/or program stability. ● Response demonstrates some success with initiatives related to scope of services and key success metrics. ● No significant weaknesses identified.
201-300	<ul style="list-style-type: none"> ● Response meets all requirements. ● Response contains elements where there is some increased value, innovation, technology, and/or program stability. ● Response demonstrates some success with initiatives related to scope of services and key success metrics. ● Very few weaknesses identified.
101-200	<ul style="list-style-type: none"> ● Response meets some requirements. ● Response does not contain or does not clearly indicate elements pertaining to value, innovation, technology, and/or program stability. ● Response touches upon work relative to scope of services and key success metrics but demonstrated experience and success is unclear. ● Weaknesses identified.
0-100	<ul style="list-style-type: none"> ● Response does not meet requirements. ● Response contains no elements of or indication of value, innovation, technology, and/or program stability. ● Response does not demonstrate or touch on work relative to scope of services and key success metrics. ● Significant weaknesses identified.

4.4 FINAL SCORING

The final scoring by plan type, with Qualitative and/or Quantitative evaluation methodologies applied, are shown as follows:

SCORING METHOD	TAB/Section	SCORE
QUALITATIVE	Questionnaire	
	- Plan Design and Administration (15 Questions)	100
	- Interpretive/Compliance Guidance (9 Questions)	150
	- Benefits Plan Procurement and Contractual Services (5 Questions)	100
	- Analysis and Reporting (13 Questions)	150
QUANTITATIVE	Fees & Guarantees	500
	- Fees	
	- Guarantees	
TOTAL AVAILABLE POINTS		1,000

4.5 PROPOSAL PROTEST

A Proposer may file a protest as follows:

4.5.01 LEVEL ONE – PRELIMINARY REVIEW

Proposer may file a protest regarding disqualification at the Level One review (see Section 5.0, “Level One - Preliminary Review”). A Notice of Protest must be filed in writing and submitted to the RFP Administrator within five (5) calendar days of the notification of disqualification date. The Notice of Protest must clearly state the grounds for the protest and the facts on which they are based. The Personnel Department will respond to a protest within 15 calendar days of receiving it. The decision of the Personnel Department General Manager will be final.

4.5.02 LEVEL TWO - AWARD OF CONTRACT RECOMMENDATION

Proposers may file a protest regarding the contract recommendation submitted to the Personnel Department General Manager. A Notice of Protest must be filed in writing and submitted to the RFP Administrator within seven (7) calendar days of the date the City makes its final Vendor selections pursuant to this RFP. The Notice of Protest must clearly state the grounds for the protest and the facts on which they are based. A protest based on non-selection alone or disagreement with award of the contract recommendation is not sufficient grounds for a protest.

Personnel Department staff will respond to a protest, in writing, within 20 calendar days of receiving it. Findings and/or recommendations will be submitted to the

Personnel Department General Manager and the decision of the General Manager will be final.

Contract Award Subject to Successful Negotiation

Upon recommendation for selection, the successful proposer will be required to produce, within two (2) working days, a document identifying any potential inconsistencies or requested exceptions involving the City's Standard Provisions and its anticipated service contract and/or policy. A plan for addressing any potential inconsistencies or requested exceptions will need to be established and resolved between the City and the Proposer within two calendar weeks of the date of the JLMBC's recommendation. The award of the contract is subject to successful negotiation of all terms and conditions related to and including a contract between the Proposer and the City.

SECTION 5

PROPOSAL

WORKBOOK/QUESTIONNAIRE

5.0 INTRODUCTION

The questions included in this RFP are intended to solicit important background information about your firm and fully disclose the data points upon which Proposers will be evaluated. The City is not evaluating Proposers utilizing any information other than what is outlined within this RFP. Responses to **Attachment A** along with documents required to be submitted pursuant to **Section 3.2.04** of this RFP are necessary for the proposal to be considered responsive.

5.1 PROPOSAL WORKBOOK/QUESTIONNAIRE

Please complete the proposal workbook/questionnaire provided in **Attachment A** and include it with your RFP proposal.

Make sure that you enter information into ALL cells designated for responses. If the question does not apply, enter "N/A" into the cell. Do NOT leave empty cells. Do NOT add columns, rows, or cells to the questionnaire format. If you have any questions regarding this form, contact the RFP Administrator.

SECTION 6

RESULTANT CONTRACT

6.0 PRE-AWARD NEGOTIATIONS

Prior to award of the contract, the successful Proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

Should contract negotiations not be successful with the selected Proposer within a reasonable timeframe to be set by the City, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer

6.1 EXECUTION OF CONTRACT

Unless otherwise stated, proposals submitted will be irrevocable for a period of one-year following the Proposal Submission Deadline. A contract will be developed following action by the General Manager.

Any contract made pursuant to this RFP must be in the City's format, as shown in **Attachment B**, and must be accepted in writing by the Proposer. If for any reason Proposer should fail to accept the contract in writing, then the Proposer may be deemed non-responsive and the City may commence contract negotiations with another Proposer.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of a discrepancy between the provisions of the Contractor's documents and the City's documents, the City's documents take precedence with respect to resolution of the discrepancy, unless otherwise provided.

6.2 AMENDMENTS/MODIFICATIONS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of the resultant Agreement must be made by written amendment approved by the Contracting Authority, the Contractor, and signed by the City Attorney. If Contractor performs any modification without a written amendment, the City will neither pay for nor be obligated to accept said modification.

6.3 PRIME CONTRACTOR

The Proposer awarded the contract must be the prime Contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime Contractor on the awarded contract. The prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

6.3.01 PRIME CONTRACTOR'S ADDRESS

The address given in the proposal response will be considered the legal address of the Contractor for which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, will constitute a legal service thereof. Additionally, telephone numbers, fax numbers and email addresses (if applicable) must be provided to the Contract Administrator. The legal address of the Contractor can be changed only by written notice to the Contract Administrator.

6.3.02 REPLACEMENT OF CONTRACTOR'S STAFF

The City reserves the right to have the Contractor replace any contract personnel with equally or better qualified staff upon providing written notice to the Contractor. In addition, the City reserves the right to approve in advance any changes in assigned personnel or levels of commitment by the Contractor to the contract.

6.4.0 SUBCONTRACTORS/JOINT VENTURES

6.4.01 SUBCONTRACTOR USE

Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City. With approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of the resultant Agreement.

The provisions of the resultant Agreement will apply to all subcontractors in the same manner as to the Contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant Agreement.

6.4.02 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon request from the City, the Contractor will supply the City with all subcontractor agreements at no cost.

6.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The Proposer awarded the resulting Contract is required to attend periodic performance feedback meetings facilitated by the City. The meetings will focus on the Contractor's and the City's performance

in fulfilling the service level requirements contained in the Contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level requirements, and cost reductions for both parties.

6.6 CONFIDENTIALITY

All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, and its employees during performance of the services, are confidential (hereinafter collectively referred to as "Confidential Information") and shall remain the property of the City. The Contractor agrees not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity without the City's written consent. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession. Please see additional security confidentiality requirements outlined in Section 2 Organizational Qualifications and Reliability Sub-section 6 Security Protocols, Disaster Recovery & Guarantees of this RFP.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during performance of services, will be made available to its employees, agents, and subcontractors only on a need-to-know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under the contract. The Contractor will not make or retain copies of any such information, materials, or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and State statutes. The Contractor will implement reasonable and prudent measures to keep secure employee personnel information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any subcontractor outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the City's satisfaction the methods, which will be utilized to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such subcontractor throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through Contractor's website, offices, or network shall require Contractor to be responsible for notifying the City and all members affected by such breach. Contractor

shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

6.7 EXECUTIVE DIRECTIVE NO 35 REPORTING REQUIREMENT

Respondents are advised, pursuant to Executive Directive No. 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor Information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

6.8 TERM & OPTION TO RENEW

The term of any contract(s) established pursuant to this RFP shall be for the period identified in the RFP.

6.9 CITY REQUIREMENTS AND STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to and shall comply with the Standard Provisions for City Contracts (Rev. 1/25) [v.2][EBD] and all other general contracting requirements outlined in this RFP.

6.10 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant Contract, must comply with all applicable laws of the United States of America, the State of California, and of the City. Any action to interpret or enforce the provisions of this RFP shall be filed in the Superior Court of the County of Los Angeles.

6.11 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

6.12 CALIFORNIA STATE BOARD OF EQUALIZATION PERMIT

Proposer must enter the company’s State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the Proposer must sign the proposal form declaring that the company has no California sales tax permit.

6.13 FEDERAL EXCISE TAXES

The City of Los Angeles is generally exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

6.14 PERIODIC INDEPENDENT AUDIT

The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the Contractor and its subcontractors are conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

6.15 FINANCIAL AUDIT

Firms providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The City therefore reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

6.16 CONTRACT EVALUATION PROGRAM

When the term of the contract pursuant to this RFP has concluded, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Article 13 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. Contractor will be provided with a copy of the final City evaluation by request. The City will use the final City evaluation to evaluate future proposals and to conduct reference checks when awarding future service contracts.